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9 **RCO Legal, P.S.**  
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Honorable Judge Timothy W Dore  
Hearing Location: Seattle, Courtroom 8106  
Hearing Date: April 29, 2016  
Hearing Time: 9:30 am  
Response Date: April 22, 2016

14 UNITED STATES BANKRUPTCY COURT  
15 WESTERN DISTRICT OF WASHINGTON

16 IN RE:

17 DEBORAH S NARINE

20 Debtor.

**CHAPTER 7 BANKRUPTCY**

**NO.: 16-10264-TWD**

***AMENDED PROPOSED***  
**ORDER GRANTING IN-REM RELIEF**  
**FROM STAY**  
**TO DEUTSCHE BANK NATIONAL**  
**TRUST COMPANY, AS TRUSTEE FOR**  
**MORGAN STANLEY MORTGAGE**  
**LOAN TRUST 2005-11AR, MORTGAGE**  
**PASS-THROUGH CERTIFICATES,**  
**SERIES 2005-11AR**

24 This matter came before the Court upon Deutsche Bank National Trust Company, as  
25  
26 Trustee for Morgan Stanley Mortgage Loan Trust 2005-11AR, Mortgage Pass-Through  
Amended Proposed Order Granting In-Rem  
Relief From Stay  
Page 1

**RCO**  
**LEGAL, P.S.**

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1 Certificates, Series 2005-11AR (“Creditor”)’s motion for in-rem relief from stay. The Court  
2 considered the motion and any opposition thereto and the matters on record. It appears for the  
3 reasons stated in the motion that the stay should be lifted as to enforcement of the deed of trust  
4 that is the subject of Creditor’s motion and further as to the property located at 1507 Western  
5 Avenue #R403, Seattle, WA 98101 (“Property”) and legally described as set forth in the Deed of  
6 Trust attached to the declaration on file with the court.  
7

8 IT IS THEREFORE ORDERED that pursuant to 11 U.S.C. § 362(d), the automatic stay  
9 is terminated as to Creditor, so that it may pursue any and all contractual and statutory remedies  
10 to enforce its security interest in the Property and/or as to enforcement of the deed of trust that is  
11 the subject of Creditor’s motion. Creditor, may, at its option, offer, provide and enter into any  
12 potential forbearance agreement, loan modification, refinance agreement or other loan  
13 workout/loss mitigation agreement and may contact the Debtor via telephone or written  
14 correspondence to offer such an agreement, which shall be non-recourse unless included in a  
15 reaffirmation agreement. It is also ordered that the terms of the Note and Deed of Trust shall  
16 control as to assessment of any reasonable fee associated with the Motion for Relief.  
17

18  
19 IT IS FURTHER ORDERED that the order shall be effective immediately  
20 notwithstanding the provisions of F.R.B.P 4001(a)(3) and that the order shall be effective as to  
21 any chapter under which the present case may be converted absent further order of this Court.  
22

23 IT IS FURTHER ORDERED that this Order shall be binding in any other case under this  
24 title purporting to affect such real property filed not later than two years after the date of the entry  
25 of such order by the court, except that a debtor in a subsequent case under this title may move for  
26

1 relief from such this Order based upon changed circumstances or for good cause shown, after  
2 notice and a hearing.

3  
4 /// End of Order ///

5 Presented By:  
6 **RCO LEGAL, P.S.**

7 By: \_\_\_\_\_  
8 John McIntosh, WSBA # 43113  
9 Attorney for Creditor  
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